

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION

ePLUS, INC.

vs.

LAWSON SOFTWARE, INC.

Civil Action No.
3:09CV620

January 11, 2011

COMPLETE TRANSCRIPT OF THE JURY TRIAL

BEFORE THE HONORABLE ROBERT E. PAYNE

UNITED STATES DISTRICT JUDGE, AND A JURY

APPEARANCES:

Scott L. Robertson, Esquire
Michael G. Strapp, Esquire
Jennifer A. Albert, Esquire
David M. Young, Esquire
Goodwin Procter, LLP
901 New York Avenue NW
Suite 900
Washington, D.C. 20001

Craig T. Merritt, Esquire
Christian & Barton, LLP
909 East Main Street
Suite 1200
Richmond, Virginia 23219-3095
Counsel for the plaintiff

Peppy Peterson, RPR
Official Court Reporter
United States District Court

EXHIBIT

8

Christopherson - Direct

1159

1 is where I lost you. ^ you check out at the customer, not the
2 customer but the vendor site and then it was at that point
3 where I got lost.

4 Q Let me start over. Let's hear the whole question. When
5 users have filled their shopping carts, virtually speaking, and
6 checked out from the vendor website using Lawson procurement
7 punchout, the chosen items and their price are then returned to
8 the Lawson server, and a requisition is created using the
9 Lawson requisition self-service application; correct?

10 A That's correct.

11 Q Isn't it true that the current version of the Lawson
12 procurement punchout includes the capability to punch out to
13 multi-vendor catalogs?

14 A That's correct.

15 Q One of those examples of a site that you can go that is a
16 multi-catalog vendor -- excuse me, multi-vendor catalog, is
17 SciQuest; correct?

18 A That's correct.

19 Q Another example of a multi-vendor catalog site that's
20 available for the punchout procurement is an organization known
21 as GHX; correct?

22 A That is correct.

23 Q That stands for Global Healthcare Exchange?

24 A That's correct.

25 Q And Global Healthcare Exchange that provides this

Christopherson - Direct

1160

1 multi-vendor catalog capability is a punchout trading partner
2 of Lawson; correct?

3 A That's correct. They are on the list, yes.

4 Q It's an accurate statement to say that if Lawson could not
5 market a requisition module, it could not effectively compete
6 in the supply chain management product market?

7 A I would say that that would be an accurate statement, yes.

8 Q It's also accurate to say if Lawson could not offer a
9 purchase order module, Lawson could not effectively compete in
10 the supply chain management product market?

11 A That would also be correct.

12 Q You've heard a lot of talk about the implementation and
13 installation services that Lawson offers. I just want to be
14 clear that Lawson will provide implementation services to
15 assist its customers with importing vendor catalog data into
16 the item master.

17 A I didn't hear a question in that, sir.

18 Q Let me restate it then. Perhaps I misspoke. Is it true
19 that Lawson provides implementation services to assist its
20 customers with importing vendor catalog data into the item
21 master?

22 A If the customer so chooses and wants that service, yes, we
23 do.

24 Q So for most situations where a customer licenses the
25 supply chain management suite or the procurement modules we've

1 relating to claim construction, I'm concerned that if we now
2 move the ball on what the claims mean, what is the implication
3 of that for the testimony that's already been given, the
4 testimony that's yet to come that the Court repeatedly says has
5 to be limited to what's in the expert reports, there were prior
6 decisions by the Court relating to prior art exclusions and
7 things like that. I think there's many implications of making
8 any changes here, so I'm concerned about that.

9 THE COURT: I think -- I'm not sure there are a
10 lot -- that is not a claim construction answer. That's an
11 instruction, and the fact of the matter is that it is not at
12 all unusual for Courts to give revised claim constructions
13 during the trial.

14 In fact, for a good while, it was common to give the
15 claim construction only as part of the instructions. Now, I've
16 never done that just because I didn't want to put myself
17 through that agony, but that's what happens sometimes, and in
18 that event, experts have to take their positions -- take out
19 their position and see what happens. So we'll see.

20 MR. McDONALD: In this case, the experts were allowed
21 to give their reports after the Court's Markman ruling, so I
22 think that really changes the dynamic.

23 THE COURT: Okay. Anything else? Thank you. We'll
24 see you all tomorrow at nine o'clock.

25 (Court adjourned.)